



Policies and Procedures for Dissolution of Pastoral Relationships for the Presbytery of Southern New England

*Approved by the Presbytery of Southern New England
May 9, 2026*

SECTION 1: INTRODUCTION

Applicability:

1. These are the adopted policies and procedures of the Presbytery of Southern New England. As such, they shall be followed in all cases of the dissolution of the relationship between a pastor or commissioned ruling elder and the congregation.
2. All conditions for separation shall comply with the Book of Order.
3. This policy applies to all clergy and in pastoral relationships with PSNE congregations, in any category including commissioned ruling elders. Congregations with an interim/transitional pastor are required by the COM to make clear dissolution provisions in their contracts
4. For certified Christian Educators serving churches, this policy is a guideline for congregations, but they are required to notify the COM of changes in employment. Their local personnel policies take precedence.

If either voluntary or involuntary separation is the result of medical disability leave, the provisions of the disability policy of the Board of Pensions apply. In these rare situations there must be clear coordination between the COM, the Board of Pensions and the Congregation.

Basic Principles:

1. All congregations are encouraged to have an active Personnel Committee or equivalent. The Commission on Ministry (COM) is a resource and stands ready to help.
2. An installed pastoral relationship is a three-way relationship among the pastor, the congregation, and the Presbytery through the COM, and can only be dissolved by the Presbytery (G-2.0901). COM has the authority to act on behalf of

Presbytery to dissolve a pastoral relationship in cases where the congregation and the pastor concur (G-3.0106).

5. COM serves as a supportive link between the congregation, the pastor(s) and the PSNE. Anytime a pastor or a congregation is considering a pastoral separation, the COM liaison shall meet with the impacted pastor/ Session to understand the situation and act as a resource and advocate in the event of either voluntary or involuntary separation. Furthermore, the COM liaison will provide the process and requirements of the separation process to the pastor.
6. Similarly, the COM is a resource and advocate for the congregation and shall meet with the Session/ Congregation to understand issues between the pastor and congregation and provide the process and requirements for the separation process.
7. All matters regarding separation or termination of a pastor shall be documented in writing by the Session with copies to COM. In addition, all costs (including benefits) need to be cited. The basic form to be used for this is included at the end of these policies.
8. The separation process shall be considered incomplete until the Congregation (if installed) or Session (if temporary) and the COM vote on the dissolution of the call and any severance terms.
9. All separation agreements shall be preceded by an appropriate process of review, evaluation, and conflict resolution. The process of review is initiated when either the pastor or the Session request this in writing to the Co-chairs of COM, the General Presbyter, or the Stated Clerk.
10. Once the COM has taken its action, no further negotiations, changes in the agreement, or alterations shall be made without the vote of the COM. The COM is responsible for monitoring the completion of the agreements made.
11. In no case of separation shall a non-disclosure statement be required or used. The use of one is a violation of the Book of Order (G-2.0504b).
12. In no case shall any private or public conversations, meetings or side conversations be audio or video recorded without full disclosure and concurrence of all parties.

SECTION 2: HARASSMENT, COERCION, AND ABUSE

There is no place for harassment, coercion, or abuse in the body of Christ. Sadly, this painful and sinful way of living with one another has not been removed from the life of the Church. All provisions of the Presbytery anti-harassment policy apply in all situations.

These dynamics complicate the end of a pastoral relationship. Situations can include abuse or harassment of clergy, staff, or congregants, denial of access to a Personnel Committee or other forms of support in the workplace, or creation of a hostile workplace; either by members or participants in a particular ministry or from one clergy-colleague to another. We note that associate pastors, especially women, clergy of color, and LGBTQIA+ clergy are particularly vulnerable to this sort of harassment and abuse. If any clergyperson feels that they are a victim to this, they are encouraged to come to the COM immediately and keep documentation of these event(s). If the pastor is concerned that one of their immediate family members is the victim of harassment in a Congregation, they are encouraged to work with the COM immediately for assistance.

In these situations, a COM must be involved to validate the concerns of the clergyperson and if applicable, can involve the Sexual Misconduct Response Team of the Presbytery for consultation and/or resourcing. If warranted, the COM can also initiate referral for church discipline under the Book of Order to the Stated Clerk. The COM will propose and negotiate an appropriate severance arrangement if applicable, including Board of Pensions benefits.

Non-disclosure agreements* (NDAs) shall not be allowable when a pastoral relationship ends, as this violates the Book of Order (G-2.0504b).

**A non-disclosure agreement, also known as a confidentiality agreement, is an agreement that outlines confidential material, knowledge, or information that is to remain confidential. Such an agreement binds the party or parties who have signed it and prevents them from discussing any information included in the contract with anyone not authorized by the agreement.*

SECTION 3: PARAMETERS FOR SEPARATION

Separations are either voluntary or involuntary (forced).

A. VOLUNTARY SEPARATION: REQUEST FOR DISSOLUTION

A resignation or request for dissolution by the pastor is considered a voluntary separation. Voluntary separation shall take place after written notice to the Session, the vote of the congregation or Session, and, if both agree, the concurrence of the COM. Resigning clergy shall be paid the cash equivalent of their unused earned annual leave at the official date of separation without further compensation.

After giving notice of resignation, the pastor shall make arrangements to leave the position as soon as possible. As a general rule, the pastor shall leave the situation within

30-60 days. An exception to this may occur in cases of retirement, which shall be negotiated with the COM.

If a clergyperson is preparing for retirement, it is requested that they begin a confidential conversation with the COM no less than 12 months prior for advising and coordination.

B. INVOLUNTARY SEPARATION: REDUCTION IN WORKFORCE OR IRRECONCILABLE DIFFERENCES.

Separation because of elimination of a position, retrenchment in budget, or for other circumstances arising out of no fault of the Pastor, is at the discretion of the Session and the congregation with the approval of the COM. Written notice shall come to the COM from the Session after consultation with the Pastor.

The pastor shall be given six months' notice, or pay in lieu of notice equivalent to one month pay for each year of service up to a maximum of six months pay and continuation of benefits. The Pastor shall also be paid the cash equivalent of any unused earned annual leave.

In cases where the pastor is under contract, the severance pay shall be for the remaining term of the contract up to six months unless otherwise specified in the contract.

In such cases, the Session and the COM, in consultation with the Pastor, shall consider issues of placement, housing, and the physical needs of the pastor and family. This may call for other items to be included in the separation agreement.

C. INVOLUNTARY SEPARATION: SEPARATION FOR CAUSE

Separation for cause shall include, but is not limited to:

- Unsatisfactory performance
- Abuse or misconduct
- Neglect in the care and use of church property or funds
- Conduct inconsistent with scripture, the Constitution and policies of the PC(USA), PSNE standards, or ordination vows

If a Session or Pastor needs assistance in developing and implementing a process for evaluation and review, the COM is a resource. The COM is available for consultation and counsel in conflict situations. Only after reasonable attempts at resolution in good faith have failed and been documented shall termination negotiations begin.

After consultation with the COM and the Pastor, the Session shall put in writing the reason for separation, the financial situation and overall health of the congregation, and note the specific circumstances of the Pastor. The COM, the Session and the pastor shall then negotiate the specifics of the separation agreement. The salary and benefit continuation shall be negotiated and the cash equivalent of all unused earned annual vacation is figured as of the date of separation. Study or sabbatical leave as well as reimburseables such as auto/mileage/professional expenses are not granted as part of a severance agreement. Separation for Cause is usually under the purview of an Investigating Committee (IC).

Items that are negotiable in the terms for dissolution are:

- Length of time for continuation of salary and benefits – no longer than six months.
- Amount of salary.
- Date of departure from manse (if one is provided).

There may be situations other than those listed above which do not call for lengthy terms for dissolution. The COM will assist with advising in these rare situations that are usually the result of Disciplinary Process.

SECTION 4: PROCESS FOR MEDIATION AND/OR TERMINATION/DISSOLUTION

1. **Initiation:** The Session or Pastor shall contact COM to ask for assistance in resolving a conflict or concern or in evaluating an unsatisfactory performance review.
2. **COM Response:** The COM arranges for all parties to meet with appropriate resource persons and the liaison, to seek resolution and ensure all parties understand the Presbytery's policies.
3. **Resolution:** If resolution is reached to dissolve the call, then the Session, Pastor and representatives of the COM shall negotiate, approve, and sign the written severance agreement.
4. **Failure to Resolve:** If negotiations are exhausted and a resolution cannot be reached, the COM shall review the issues. COM shall decide on a severance agreement to be binding on the Session and the Pastor.
5. **IC and AC Involvement:** Negotiation shall be coordinated with the appropriate Investigation Committee (IC) or Administrative Commission (AC) as applicable. IC/AC approval of the written severance agreement is also required or can be at their direction, managed by the COM.

6. **Congregational Meeting:** For installed calls, the Session shall call a congregational meeting to review the terms of dissolution and severance agreement. Copies of the written severance agreement shall be made available to members no later than the date of the first call for the congregational meeting. The congregation votes on the dissolution of the call and the written severance agreement. COM shall appoint the moderator of the congregational meeting, and a representative of the COM shall attend the meeting and be given voice. The dissolution and severance are a unified motion for voting purposes.
7. For temporary calls, all agreements are between the pastor and the Session and do not require congregational meeting or approval.
8. **Disagreement between parties:** If the congregation or pastor still do not concur with the dissolution and/or severance agreement, Presbytery action is required. If any parties fail to appear, or reasons for rejecting the severance agreement are judged insufficient, the request may be granted and the pastoral relationship dissolved.
9. **Completion:** The agreement is not effective until the COM approves the agreement on behalf of the Presbytery. When Presbytery action is required, the agreement is not effective until the approval is granted.

SECTION 5: SEVERANCE AGREEMENT

The severance agreement shall contain at least the following items:

1. Identification of the parties – Name of Pastor, Church and Presbytery.
2. The specific reason(s) for separation/termination.
3. All financial agreements, including but not limited to:
 - Salary continuation
 - Benefits continuation
 - Loan repayment or shared equity agreement (where applicable)
 - Manse use (where applicable) - normally not to exceed two months.
 - Compensation for unused earned annual leave/vacation.
 - Terms and time limits on vacating the church office – not to exceed 30 days after the date of dissolution.
4. The agreement shall specify what the church's financial obligations will be if the pastor finds full or part time employment prior to the end of the term of the agreement.
5. A clause that releases each party from legal action unless the agreement is not fulfilled or other conditions or circumstances come to light at a later date that warrant re-negotiation.

6. Should circumstances warrant, the church shall make severance payments to the Presbytery at least seven days prior to the respective due dates for the payments to the former pastor. The Presbytery shall make the respective payments to the former pastor after receipt of payments from the church. Any financial commitments the former pastor has to the church shall be handled in the same manner. This is to prevent unnecessary contact between the former pastor and the church.
7. A statement of the specific amounts to be paid if a lump sum payment is desired by either or both parties. (in this situation, a consultation with the Board of Pensions would need to occur for organization of benefits and/or other parties).
8. Date and signature of all the parties – the Session/congregation, the Pastor, and the COM, and AC and/or IC (if required).
9. Completed Covenant on Ethics for Departing Pastors.

The separation agreement shall be saved in the Minutes of the COM, the Pastor's file, and the church's file.

SECTION 6: RESPONSIBILITIES OF THE DEPARTING/ RETIRING PASTOR

[Please note that this section should also be considered alongside the Ethics for Departing Clergy Policy of the Presbytery.]

1. The departing pastor shall make clear to the officers and congregation by public and written announcement that, after leaving the church, they are no longer their pastor and that they are not available to be called on for any pastoral services, which include funerals, weddings, baptisms, graduations, blessings, etc. This also includes future commitments. This includes ceremonies that are not in the church building and include former members and friends of the congregation. It is the departing pastor's responsibility to hold the appropriate boundaries and redirect requests to the current Moderator of Session. If there are repeated requests that the departing pastor continues to field from the congregation, it is the departing pastor's responsibility to notify the COM so that they can communicate with the Clerk of Session. These responsibilities for healthy boundaries extend to the spouse/partner of the departing/retiring pastor. The COM shall meet with the retiring pastor 6 months prior to retirement to explain this policy and answer any questions. The pastor along with the clerk of session shall sign a Covenant of Departure which shall be shared in writing with all members of the congregation and shared during the congregational meeting. This shall be recorded in the minutes of the Congregational Meeting.

2. If the departing pastor continues to reside in the area, they must direct any invitations for funeral services to the current pastor.

3. Neither the departing pastor nor spouse/partner shall attempt in any way to influence the church in the selection of a successor, or to influence the policies of the successor(s) and/or the future direction of the congregation.

4. Visits to the former parish shall be at the sole invitation of the current moderator of session. In conversations with members of the former congregation, there shall be no conversation, criticism or questioning of policies of the current pastor or other staff members, and/or the future direction of the church.

5. A departing or retiring pastor's spouse/partner shall not continue to worship at the former congregation, serve on its boards and/or comment on the future ministry of the congregation. Should issues arise related to the immediate family of a former pastor and the ministry of the Congregation, the Session shall refer these to the COM for assistance.

6. Any questions or problems regarding the above should be referred to COM. Repeated infractions from a departed/retired pastor will be considered grounds for disciplinary process.

7. There is the possibility that there may be situations where the former pastor and/or immediate family may return to regular worship with their former congregation. As stated in the Ethics Policy for Departed Pastors of the Presbytery, this may only occur with the concurrence of the new installed pastor. COM may be consulted if that would be helpful.

SECTION 7: EFFECTIVE DATE OF POLICIES

Upon a vote of approval by the Presbytery of Southern New England of these Policies and Procedures, the Policies shall go into effect and supersede any previous policies or actions of the Presbytery. No other Policies or Procedures or actions shall serve as precedents for termination or dissolution agreements.